

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF ALABAMA**

IN RE:

**Richard A. Stehl
2424 Promenade Blvd., Apt. 2
Montgomery, AL 36106**

Debtor.

Richard A. Stehl

Plaintiff

v.

**Firstar Bank, NA, Cincinnati, Ohio;
Brazos Higher Education Authority, a/k/a
Brazos Higher Education Service
Corporation, Inc., a/k/a Brazos Student
Finance Corp.; U.S. Bank Nat as Trustee;
GNIC-Brazos Platinum Med; ACS;
Landmark American Insurance
Company; and TuitionGardtm Ltd.**

Defendants

**CHAPTER 7
CASE NO. 05-33989-WRS**

Adv. Pro. No. _____

COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT

Jurisdiction

1. The Court has jurisdiction under 28 USC §1334, and 28 USC §157(b)(2)(I).

Venue is proper under 28 USC §1409.

Parties

2. The Plaintiff, Richard A. Stehl, is the debtor in a Chapter 7 bankruptcy proceeding.

3. The Defendant, Firststar Bank, NA, Cincinnati, Ohio is believed to be the original lender of the debt in question. Its address is 425 Walnut Street, ML5125, Cincinnati, OH 45201.

4. The Defendant, Brazos Higher Education Authority, is believed to be the original authorized servicer of the loan. Its address is P. O. Box 14445, Austin, TX 78761. Additionally, this Defendant is believed to be known as Brazos Higher Education Service Corporation, Inc., whose address is 2600 Washington Avenue, Waco, TX 76710. Also, this Defendant is believed to be known as Brazos Student Finance Corp., whose address is Starbank, N.A., as Trustee, c/o Boss Platinum, P. O. Box 15043, Austin, TX 78761.

5. The Defendant, U.S. Bank Nat as Trustee, is believed to be the current lender. Its address is c/o ACS, P. O. Box 7051, Utica, NY 13504-7051.

6. The Defendant, GNIC-Brazos Platinum Med, may be a guarantee agency for U.S. Bank Nat as Trustee. Its address is c/o ACS, P. O. Box 7051, Utica, NY 13504-7051.

7. The Defendant, ACS, is believed to be the current authorized servicer of the loan. Its address is P. O. Box 7051, Utica, NY 13504-7051.

8. The Defendant insurance company, Landmark American Insurance Company, is believed to have insured the loan. Its address is P. O. Box 3329, Englewood, CO 80155.

9. The Defendant, TuitionGardtm Ltd, is believed to be the authorized representative for Landmark American Insurance Company. Its address is P. O. Box 261159, Highlands Ranch, CO 80163.

Facts

10. The Debtor, Richard A. Stehl, filed his Chapter 7 petition on October 15, 2005. He received a discharge on February 7, 2006. He has filed a motion to reopen his case.

11. Richard A. Stehl is a medical doctor. He was in Ross University Medical School in Dominica from 1998 to 2003. He graduated in March 2003. He then did a family residency in Montgomery, Alabama, from June 2003 to June 2006.

12. A loan was received in December 1998 through Brazos Higher Education Authority in the amount of \$11,525.00 plus fees of \$1,139.84 for a total of \$12,664.84; half of the loan was paid in December 1998 and half in January 1999. This loan was received during the first and second semester of medical school. The total now owed is approximately \$18,400.00.

13. During the time he was in medical school, his home residence was his parents address at 5099 Northampton, Ft. Myers, Florida. The last notice regarding the loan was sent to that address addressed to Richard A. "Steir", which was a misspelling of the last name. The notice was from ACS in Utica, New York.

Count I

14. The loan addressed above was a credit based loan extended by a for-profit company. The loan is not excepted from the discharge, notwithstanding that 11 USC § 523(a)(8) allows for an exception to discharge for certain school loans. *Woolford v. Wells Fargo Bank, NA (In re Woolford)*, 309 B.R. 105 (Bankr. D. Conn. 2004); *United Res. Sys. V. Meinhart (In re Meinhart)*, 211 B. R. 750 (Bankr. D. Colo. 1997); *Motoring Technical Serv. Inc. v. Shorts (In re Shorts)*, 209 B.R. 818 (Bankr D. R.I 199). (This

case was filed prior to the 2005 amendments to the Bankruptcy Code, which became effective on October 17, 2005.)

15. The Plaintiff seeks a determination that the loan addressed in this case is a dischargeable debt.

Wherefore, the Plaintiff, Richard A. Stehl, respectfully prays that this Honorable Court take jurisdiction of this matter, enter a judgment holding that the loan addressed above is discharged in this case, and issue a final judgment in favor of the Plaintiff and against the Defendants.

Done this the 14th day of December, 2006.

/s/ Richard A. Lawrence

Richard A. Lawrence
Attorney for Plaintiff

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